
Kihbba LLC

Charlotte | North Carolina
704.251.7900

Welcome to Kihbba

OVERVIEW

The following is the terms of service for the Kihbba Support Membership. Please review the following information and keep it for your records.

MEMBERSHIP TEAM

Your Kihbba Support Membership Team is comprised of the following people:

Project Manager - For communicating needs between our members and the teams building solutions.

Timeline Manager - For assisting the project team in hitting all timing deadlines set by project completion needs communicated by you the member.

Lead Developer - For solutions which require advanced strategies or development.

Secondary Developer - For day to day support of common issues which may arise in your tech stack.

Speciality Developer - Some solutions require a developer with a special skill set for a specific tool, in the event this is needed we will provide that person to the project.

MEMBERSHIP BENEFITS INCLUDED WITH YOUR MEMBERSHIP

1. Unlimited Software Selection Consultations [All Memberships]
2. Unlimited Software Utilization Consultations [All Memberships]
3. Unlimited Development of Integrations within Software Programs [All Memberships]
4. Unlimited API Integrations for non standard software connectivity [Power User and Fanatic Memberships ONLY]
5. Data Manipulation Services and Support [All Memberships]
6. Data Specific Software Support [Power User and Fanatic Memberships ONLY]
7. Unlimited Development of Automations within Software Programs [All Memberships]

-
8. Unlimited Development of Automations for non standard software connectivity [Power User and Fanatic Memberships ONLY]
 9. Unlimited Software Support [All Memberships]
 10. VIP Launch Events [Fanatic Membership ONLY]
 11. Unlimited Content Creation [All Memberships - AI Written]
 12. Unlimited Graphic Design Support [All Memberships - Design Pickle Partnership]
 13. Other Membership Benefits Available for Add On Purchases

MEMBERSHIP DEFINED & TERMS

Your Kihbba Support Membership is meant to help your business identify the best options for applicable business technology, then support you in the acquisition of the software, setup, integrations, automations and daily user support needs.

Memberships are a 12 month (365 day) annual subscription which begins and ends as follows:

Membership Start Date - The Date Of Delivery of the first project set with Kihbba. During your onboarding you will help us to assess your systems and select the first 3-5 projects/tickets the team can begin to work on immediately. The successful completion of the agreed upon projects constitutes the Membership Start Date.

Membership End Date - The 366th day after the Membership Start Date.

PRICING AND CANCELLATION

Membership Pricing

Minimalist - **\$3,998 Per Year**

Power User - **\$5,998 Per Year**

Fanatic - **\$8,998 Per Year**

Add On Pricing

Data Management Bundle - Used for companies wanting Kihbba to support a specific reporting and data analysis platform which is separate from all other platforms being used to run the business. Examples, tableau, klipfolio, google data studio, etc. **\$499 Per Year**

VIP Days - Used by companies wanting a dedicated resource for the rollout of large technology solutions. This is a dedicated developer for a day to ensure on the spot support for your team only. **\$799 Per Day for Non Members | \$299 per Day for Active Members**

Cancellation

If you decide a Kihbba membership does not work for your company, or we must sever the relationship for any reason, cancellation can be submitted by email to the opposite party which needs to be informed. If Cancellation is triggered by you, please email experts@kihbba.com; if cancellation is triggered by us for any reason, you will be notified to the email that subscribed to the service and will be alerted via phone or other means.

Refunds

In the event of a cancellation you will be entitled to a refund under the following process. First, your membership fee is converted from an unlimited use membership to a retainer for services. Second, the total amount of time that has been spent working on a solution for you, no matter the results of that time together, will be totaled and communicated to you. This total time includes meetings (attended by you or scheduled and not attended), time working on the project, time researching solutions, and any other unforeseen time which has been clocked in our system by the team building your solutions. Third, the total time is billed at \$125 per hour. Last, we will return any overage of retainer that has not been used by the billed hourly rate. If there is any overage, meaning the amount of work done has been more than the amount converted to a retainer, the member will receive no refund but will also incur no additional charges for the overages. The only scenario in which money will be returned is when the amount of work billed is less than the amount converted to a retainer.

MEMBERSHIP LIMITATIONS

Limitations Definition

While we strive to provide the best service and experience on as many technology problems and needs a company can bring us, some projects and solutions are outside our skillset or outside the technology in question capabilities. For this reason we are calling out the few scenarios in which we will limit our ability to help, or will in rare cases deny the support in that category altogether. These limitations are not limited to what is expressed here, as the technology space is ever growing, and tools adjust access for outside developers like Kihbba. If you are ever concerned that a request is too large or may encounter a limitation, please contact experts@kihbba.com for assistance.

Membership Exclusions - Minimalist

Our Minimalist membership includes all “On Tool” support options. This includes the ability for Kihbba to maximize the features and functions of a piece of software from only within the software and NOT utilizing the API or backend integration features. Our Minimalist membership also excludes any Enterprise software consultations and development.

Membership Exclusions - Power User

Our Power User membership includes all “On Tool” AND API support options. This includes the ability for Kihbba to maximize the features and functions of a piece of software from within the software and utilizing the API or backend integration features. This plan also excludes any Enterprise software consultations and development.

Membership Exclusions - Fanatic

Our Fanatic membership includes all “On Tool” AND API support options, as well as enterprise software consultations and development. This includes the ability for Kihbba to maximize the features and functions of a piece of software from within the software and utilizing the API or backend integration features. This plan also includes any Enterprise software consultations and development. The enterprise package is the ONLY package which includes executive level thought leadership guiding your project.

Websites

We will work on the plugins, forms, and components of a website which are client facing and do not impact the design of the website. We will not work with domain setups, page edits, design aspects, troubleshooting or any function of a properly functioning website. We will support your needs in understanding how to solve these issues with the help of a website professional.

Email

We will not support the transition from one email provider to another. Please allow us to send you to a partner for a more streamlined and professional experience.

SOFTWARE SELECTION

Definition

We will help assess the use cases of technology you already have, wish to acquire or are just curious about; and will help you facilitate the acquisition of that tool in one of the following manners.

Direct Purchase

Kihbba has a reseller agreement with some software companies. We will in these cases take the funds directly from you and pass them to software companies you wish to work with directly for a discount on the MSRP listed price of that tool.

Passive Purchase

Kihbba has a referral agreement with some software companies. We will in these cases work with our software partners directly to coordinate demos and purchase pathways which can enable a smoother purchase or even program partner discount.

You Purchase

We will help you acquire any technology directly by either signing up as you until management of the account can be passed over to the actual user, or we will instruct you on how to acquire the tool directly for yourself without Kihbba's involvement.

TECHNOLOGY CONSULTATIONS

Definition

Anytime you are seeking advice, mentorship, troubleshooting or general use support for a piece of software, you can reach out to Kihbba for assistance in whatever you want to discuss. These consultations are meant to be discussions which result in an action taken either by yourself or us to complete the needs addressed in the consultation.

Unlimited Use

You are allowed an unlimited number of consultations with Kihbba, but they must be scheduled no more than 3 meetings at a time, for no more than 2 hours in each consultation. This means you cannot book more than 3 consultations for the future at the same time. Any booking of more than 3 will be canceled by your project manager.

DATA MANIPULATION

Definition

This is Kihbba helping you define your data within the use cases possible in the software in which the data resides.

Cleaning Data

We will provide on each membership up to 20 hours of data cleaning time on your account. Because data cleaning can be a blackhole request, we want to limit the amount of time we will spend in this part of the membership. If you need more time than this, we have a data management add on which can support those needs. Cleaning data is the process by which we are adjusting spreadsheets, composing data structures, or any other activity which prepares data for use by your business.

Exporting & Importing

Given the tool being used has the ability to receive an import, or process an export, Kihbba will assist in an unlimited number of data export and import management requests.

Real Time Data Manipulation

Utilizing middleware, on tool integrations and API customizations we will provide data movements between tools to help maximize efficiency in software usage.

INTEGRATIONS

Definition

Our definition of an integration is when systems communicate in a way that assists the business in utilizing the maximum benefits allotted to them by the tech stack as a whole and not the limitations of a single piece of software.

On Tool Integrations

Utilizing the integrations built and shared by these software tools, we will help connect tools to provide a seamless integration. These integrations, while usually the most simple to setup, are often limited by their development so may need to be augmented by the below integration pathways.

Middleware

Utilizing tools such as Zapier, Make, Postman, etc.; Kihbba will use modules built and shared by these integration tools to help compose a seamless integration between tools which cannot be connected via On Tool Integrations.

API Customizations

Utilizing open API documentation built and shared by the various software companies to customize integrations which are not available through on tool integrations or middleware modules listed above. API customizations must be HTTP, REST, cURL, or other common API languages. If you are unsure, please let the team know and we will assess membership compatibility to the API documentation provided.

AUTOMATIONS

Definition

Automations are completed actions in software which are triggered by a user, prospect or client of a company through interactions started by technology updates.

Automation Audit

We will audit the current automations you have built to include a better internal understanding of your automated environment.

Automation Buildout

We will build any automations which are possible to build under the terms laid out in this document.

Automation Management

We will build redirects if you would like to send us the errors and breakage notices for these automations for us to manage the uptime of these automations.

CONTENT CREATION

Definition

This is Kihbba submitting your AI prompt to a GPT3 or better AI bot to create the content which you have requested. This content is generated by Artificial Intelligence so we make no guarantee on its accuracy or message contents.

GRAPHIC DESIGN

Definition

This is Kihbbas Graphic Design partnership - designpickle.com This is the general repurposing of the Kihbba Design Pickle Membership to allow for your graphic design requests to be handled by our team and passed to Design Pickle, our graphic design partner.

SUPPORT

Definition

The utilization of your membership through one of the 8 pathways provided to you. All are listed below. Our support team is in the office and available 7 days a week, from 7am to 7pm EST, with the exception of some national holidays and staff training days held once a year.

Members Area

Please access the members area of Kihbba.com to create a login for the membership portal where you can access each of the benefits listed below. This can be accessed in the menu of the website or by going directly to:

<https://www.kihbba.com/account/membersonly>

Call Us

Please call 704.251.7900 for support with your systems or account. Press 1 for support, 2 for project management, 3 for sales, 4 for partnerships.

Text Us

Please text 704.457.8634 for support with your systems or account.

Email Us

Please email support@kihbba.com for support with your systems or account.

Schedule With Us

Access the members area of your Kihbba Membership to schedule a call with a member of the staff here for any needs which align with your membership tier. You can access the members area in the menu of Kihbba.com or schedule directly here: <https://calendly.com/d/dtt-8p9-d4y>

Open a Ticket

A ticket is a request to add, edit, fix or some other quick need for your business. You can open a ticket in the members area or directly here: <https://www.kihbba.com/account/tickets>

Request an Automation

An automation request is different from the above ticket request because we need very specific information to complete an automation. You can open a ticket in the members area or directly here: <https://www.kihbba.com/account/automationrequest>

LIVE Resolution

A LIVE Resolution meeting is meant for those times where the only support that will suffice is visual immediate support. You can use this feature to start a Zoom meeting directly off the Kihbba website. Request the meeting link in the members area or at the top menu of the website. Once requested, run to the email account entered to access the special meeting link for your request. A member of the development team will be there ASAP to handle your request. <https://www.kihbba.com/live-resolution>

Status Checker

Want to know the status of your requests with the team? Get an overall summary of all tickets entered in the system by you or your referral by going to the link below, which can also be found in the members area.

<https://7phwf3ymk0s.typeform.com/to/OjhCd96U>

MEMBERSHIP TIMELINE GUARANTEE

Definition

We guarantee the ontime, successful delivery of a project based on Kihbba's quoted timeline for each associated project or ticket.

Guarantee Process

In the event Kihbba is ever delinquent in delivering a project based on the timeline communicated to you the member, we will multiply the missed time by 7 and that time will be added to the backend of your membership at no cost.

CONFIDENTIALITY AND PRIVACY

Definition

This is the process by which we handle your information shared with us for completion of your requests as well as the overall access to systems you have shared with Kihbba.

Kihbba Process for Handling Sensitive Information

Kihbba does not store any data, passwords or other sensitive information on our personal computers, personal servers, or by any other means than what has been shared with you during onboarding. Kihbba has a no tolerance policy with our team for violating anything that might compromise your company, confidentiality and privacy.

3rd Party Agreements

Kihbba has many agreements in place with software companies providing further definition Please let us know if you would like to review for your specific tools.

CUSTOM CODING AND DEVELOPMENT

Definition

The coding and development of an environment outside API development, is our definition of Custom Coding.

Limitation of Membership

Kihbba does not write custom code under the membership. For app, applet, webapp customizations please allow Kihbba to refer you to a partner organization.

SYSTEM ACCESS

Definition

System access is the process and method by which you will share access to systems Kihbba is supporting.

LastPass

You are required to set up a free LastPass account and share access to an admin user's account in order for Kihbba to perform development work. We require this for privacy and security of your passwords, and to keep the cost down of an additional user license on your accounts just for access to tools.

Password Management

Kihbba will only maintain access to your systems if you continuously allow access during the duration of your membership. In the event the relationship ends, Kihbba will unshare the passwords sent to us by your team.

ADD ONS

Definition

Kihbba has 4 optional add-ons that can be used to enhance your membership. Those are listed above in the pricing section and you can learn more by reaching out to experts@kihbba.com

MEMBERSHIP ACCESS AND QUICK LINKS

Membership Access

Anyone on your company domain can access the services of your Kihbba Membership by going to Kihbba.com and creating an account in the members area.

Quick Links

Members Area: <https://www.kihbba.com/account/membersonly>

Call Scheduler and Router: <https://calendly.com/d/dtt-8p9-d4y>

Team Calendars: <https://www.kihbba.com/account/teamcalendars>

Ticket System: <https://www.kihbba.com/account/tickets>

Automation Requests: <https://www.kihbba.com/account/automationrequest>

Status Updates: <https://7phwf3ymk0s.typeform.com/to/OjhCd96U>

Submit A Referral (Earn Commission):

<https://www.cognitofrms.com/Kihbbacom/ReferralSubmission>

RELEASE OF LIABILITY

Release to Hold Liable for Revenue

Technology has its issues and sometimes will break, slow down, or all together no longer work. Due to the nature of Kihbba's solution and multitude of partnerships with external software companies, we cannot be held responsible for issues with those systems. As such, you agree to release Kihbba from any liability and responsibility for loss of revenue due to downtime in your systems.

NON DISCLOSURE AGREEMENT

Non Disclosure Agreement

This membership term assumes the standard practices of most inhouse NDA's and Kihbba will be happy to execute a company NDA of any client engaging in a membership. Please note that we take privacy very seriously and will never share any confidential information learned in the process of serving this membership. If you have privacy or security concerns please let us know. experts@kihbbba.com

GOOD FAITH

Good Faith Standards

These terms are meant to constitute the basic elements of a healthy working relationship. The intent of the agreement, Kihbba.com and your Business Technology Expert is to do everything possible to help you accomplish your goals without having to reference these terms. We appreciate you entering this business relationship in the same way.

SOLUTION RIGHT OF REFUSAL

Definition

Solutions presented to Kihbba for technology use cases in which we may not be able to accomplish objectives.

Refusal

The space we work in is evergreen and one time solutions may be outgrown or no longer supported by the technology you use. In the event Kihbba is presented with a solution that was not created by ourselves, we reserve the right to refuse that solution all together, or propose a "Kihbba Way" of accomplishing the same goals. Project solutions which may be outside the scope or capabilities of the team in place or the technology supporting the process is a primary reason for us to refuse a solution buildout.

MEMBERSHIP ABUSE

Abuse Agreement

Please understand you are a part of a development business with multiple clients. You could be put into a development queue which may not be aligned with your needs. Please give us adequate time to finish all requests as they are needed with plenty of time to run tests and ensure you are correctly set up. In the event we feel your membership is being abused for any reason, we reserve the right to cancel the membership and no longer take tickets for your account. Should we ever feel you are approaching this stage, we will communicate the reason and next steps with you. In the event your membership is canceled for abuse, you will be issued a refund in accordance with the terms in this document.

Process for Communicating Abuse

You will be alerted by an executive at Kihbba that we would prefer the membership be used according to the terms listed here. After one verbal warning, if the behavior persists, you will be alerted again in writing. After a 3rd infraction we will cancel the membership.

Abuse Examples

- Booking more than 3 meetings with our staff at a time.
- Expecting our team to solve your issues within a timeframe that cannot be physically met.
- Repeatedly setting meetings with staff members that are not attended.
- Having us build and teardown processes which we have advised against.
- *Having our staff spend time building automations which take longer to run than a manual process would.*

SUPPORTED TECHNOLOGY

Definition

Kihbba can only support technology that qualifies under 2 categories of support which are listed below.

Cloud Access

If the system we are supporting is accessible in the cloud environment, meaning can be accessed from a website login, we can support the tools with all the features and functions allowable via a cloud environment.

API

If a system has an open API, we can not only support the tool, but we can build automations and integration into the point of the API which are accessible via that software companies API documentation.

REFERRALS

Commission Share

Kihbba will pay up to 15% commission for any referral which signs up for our service.

Payouts

Payouts are done via Paypal or Zelle once a month.

TEARDOWN

Definition

When your membership is over, teardown is the process by which we sever the relationship between our companies.

Process

With support being shared in your accounts admin user, we will simply stop the shared connection of the password by removing your accounts from our internal lastpass account. To request confirmation of that we can provide a video recording of the action.

This Terms of Service is subject to change as the business grows and changes. The most recent version of the terms can be found in the footer of the Kihbba.com Website. Please see the most recent version of your terms of working with Kihbba.

Glossary of Terms

VIP Days

A day of dedicated support where your project comes before any other project on that developers calendar.

On Tool

Anything that is a native feature of the software program in question, not including API documents and their abilities, this is just within the platform.

API

Application programming interface, and is the code that sits behind most SaaS tools for them to be connecting by developers.

Enterprise

Any pricing plan that is defined as enterprise, or any software defined as enterprise, or any tool included in the “supported Technology > Enterprise” section of Kihbba.com

Unlimited

As much or as little support as you want with a limit only to the number of open requests at a time being 3.

Middleware

Software that sits between 2 other software tools and helps to transfer and manipulate data to be useable from one software program to another.

Plugins

Anything that is a technical add on to a software program or website.

Tech Stack

Your complete list of technical tools and their capabilities.

Executive Level Thought Leadership

Having Kalani Thomas or Neil Scholtz as your project lead.

Custom Coding

Anything that constitutes a software language outside API or native languages like Zohos Deluge.

Kihbba Representative Signature: _____

Kihbba Representative Name: _____

Date Signed: _____

Member Representative Signature: _____

Member Representative Name: _____

Member Representative Company Name: _____

Date Signed: _____

By signing this document I confirm that I have the authority to execute contracts on behalf of my company to authorize the financial purchase of this product/service